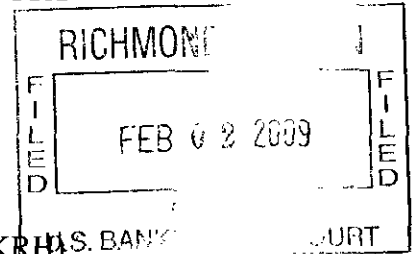


**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**



In re:

CIRCUIT CITY STORES, INC., ET AL.,

Debtors

Chapter 11

Case No. 08-35653 (KRH)

Jointly Administered

**STATEMENT OF CURE AMOUNT UNDER  
NON-RESIDENTIAL REAL PROPERTY LEASE WITH  
CC HAMBURG NY PARTNERS, LLC**

CC Hamburg NY Partners, LLC, as successor-in-interest to Hamburg Peripheral Limited Partnership ("CC Hamburg") hereby submits its Statement of Cure Amount under the non-residential real property lease between the Debtor and CC Hamburg ("Statement of Cure").

1. On November 10, 2008 (the "Petition Date"), each of the above-referenced debtors filed voluntary petitions for relief under chapter 11, title 11, United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division.

2. Jurisdiction in this Court is proper pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. CC Hamburg, as landlord, and Circuit City Stores, Inc. (the "Debtor"), as tenant, are parties to a lease dated August 28, 1996, pursuant to which the Debtor leased the real property located at 3701 McKinley Parkway, Hamburg, NY 14075 (the "Leased Premises") for an initial 20 year term (the "Lease"). The Debtor has designated the Leased Premises as Circuit City Store No. 3153.

4. CC Hamburg files its Statement of Cure pursuant to section 365 of the Bankruptcy Code and reserves the right to supplement or amend this Statement of Cure at any time.<sup>1</sup>

5. The rent under the Lease is currently \$18,634.00 per month, due on the 1<sup>st</sup> day of each month. Lease, ¶5(c). The cure amount for CC Hamburg as of January 16, 2009, exclusive of any lease rejection or other, related claims, *is not less than*:

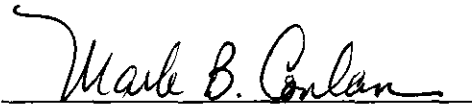
Statement of Cure	
Rent for November, 2008 ( <i>see</i> Lease, ¶5(b))	\$18,643.00
Real Estate Taxes <sup>2</sup>	\$32,609.09
Attorneys Fees (estimated) <sup>3</sup>	\$5,000.00
<b>Total Cure Amount Due</b>	<b>Not less than \$56,252.09</b>

6. As a pre-condition to the assumption and/or assignment of the Lease, the Debtor is required to pay the Cure Amount promptly, plus all other amounts due under the Lease, including but not limited to, unpaid utilities, insurance, taxes and attorneys fees. *See* 11 U.S.C. § 365(b) and (f).

Dated: Newark, New Jersey  
January 30, 2009

GIBBONS P.C.

BY:



Mark B. Conlan, Esq.  
One Gateway Center  
Newark, NJ 07102-5310  
Telephone: (973) 596-4500  
Facsimile: (973) 596-0545  
[mconlan@gibbonslaw.com](mailto:mconlan@gibbonslaw.com)

<sup>1</sup> As of the date of this Statement of Cure, CC Hamburg has received no information regarding (i) whether the Debtor intends to assume or reject the Lease; (ii) adequate assurance of the performance of the Lease by any purported assignee; or (iii) any cure schedule prepared by the Debtor.

<sup>2</sup> Real estate taxes must be paid not later than February 17, 2009.

<sup>3</sup> This is an estimated amount filed on account of attorneys fees which are recoverable by CC Hamburg pursuant to paragraph 36(f) of the Lease.

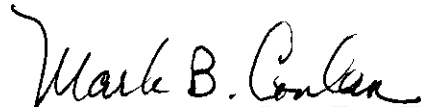
**CERTIFICATE OF SERVICE**

I hereby certify that on January 30, 2009, a copy of the foregoing Statement of Cure  
Amount Under Non-Residential Real Property Lease with CC Hamburg was served via  
electronic mail and United States first class mail, postage pre-paid upon:

Douglas M. Foley  
McGuire Woods, LLP  
One James Center  
901 East Cary St.  
Richmond, VA 23219

Ian S. Fredericks and Kellan Grant  
Skadden, Arps, Slate, Meagher & Flom, LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899-0636

Chris L. Dickerson  
Skadden, Arps, Slate, Meagher & Flom, LLP  
333 West Wacker Dr.  
Chicago, IL 60606

  
\_\_\_\_\_